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July 5, 2011

Ms. Cynthia T. Brown
Chief of the Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

28010-EEEEEE
RECORDATION NO. _____ FILED

JUL 05 '11 -1 0 0 PM

SURFACE TRANSPORTATION BOARD

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum Of Additional Collateral, dated as of July 5, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement, Memoranda which were previously filed with the Board under Recordation Number 28010, 28010-A, 28010-X and 28010-VVV

The names and addresses of the parties to the enclosed document are:

*[Secured Party: Bank of America, N.A., as Collateral Agent
901 Main Street, 14th Floor
Dallas, Texas 75202]*

*[Secured Party: Deutsche Bank Trust Company Americas
(as Series A Subsidiary Collateral Agent and
as Series B Subsidiary Collateral Agent)
60 Wall Street, 26th Floor
New York, NY 10005]*

Grantor: The CIT Group/Equipment Financing, Inc.
c/o CIT Group Inc.
1 CIT Drive
Livingston, New Jersey 07039

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Office of Proceedings
Surface Transportation Board
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A description of the railroad equipment covered by the enclosed document is:

All rolling stock now owned or hereafter acquired by the Grantor, including without limitation the following 198 railcars:

CEFX 304000 – CEFX 304151
CTCX 733000 – CTCX 733010
CTCX 733012
CTCX 733016
CTCX 733018 – CTCX 733026
CTCX 733029
CTCX 733033 – CTCX 733055

A short summary of the document to appear in the index is:

Memorandum Of Additional Collateral.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Edward M. Luria".

Edward M. Luria

RWA/EML/bhs
Enclosures

JUL 05 '11 -1 0 0 PM

MEMORANDUM OF ADDITIONAL COLLATERAL

SURFACE TRANSPORTATION BOARD

THIS MEMORANDUM OF ADDITIONAL COLLATERAL, dated as of July 5, 2011 (this "Memorandum"), is made by The CIT Group/Equipment Financing, Inc., The CIT Group/Corporate Aviation, Inc. and C.I.T. Leasing Corporation (individually or collectively, as applicable, the "Grantor"), in favor of (a) Bank of America, N.A., as Collateral Agent (as defined in the Senior Credit Agreement described below) for the Senior Secured Parties (in such capacity, the "Senior Collateral Agent") and (b) Deutsche Bank Trust Company Americas, as (i) Series A Subsidiary Collateral Agent (as defined in the Series A Collateral Agreement described below) for the Series A Subsidiary Secured Parties (in such capacity, the "Series A Subsidiary Collateral Agent") and (ii) Series C Subsidiary Collateral Agent (together with any successor in such capacity, the "Series C Subsidiary Collateral Agent") for the Series C Subsidiary Secured Parties (as defined in the Series C Collateral Agreement described below).

- A. **WHEREAS**, the Grantor, the Senior Collateral Agent and the Senior Secured Parties are parties to that certain Third Amended and Restated Credit and Guaranty Agreement, dated as of August 11, 2010 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Senior Credit Agreement"), pursuant to which the Senior Secured Parties agreed to extend a term loan facility and other financial accommodations (the "Senior Loan") to the Borrowers.
- B. **WHEREAS**, to secure the Grantor's Obligations to the Senior Collateral Agent and the Subsidiary Secured Parties (as such term is defined in the Senior Security Agreement, hereinafter referred to as "Senior Secured Parties"), the Grantors executed and delivered to the Senior Collateral Agent that certain Second Amended and Restated Collateral Agreement, dated as of October 28, 2009 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Senior Security Agreement"), pursuant to which, among other things, the Grantor granted to the Senior Collateral Agent (including any successor collateral agent), for the benefit of the Senior Secured Parties, a first priority perfected lien on and security interest rights in all of the Grantor's Collateral (as defined in the Senior Security Agreement) now held by the Senior Collateral Agent and Senior Secured Parties pursuant to the Senior Security Agreement, as described in more detail in the said Senior Security Agreement and the Memoranda recorded with the Surface Transportation Board under Recordation Numbers 28010 and 28010-A, including the equipment listed and described on the schedules attached to those Memoranda.
- C. **WHEREAS**, the Grantor, certain affiliates of the Grantor and the Series A Subsidiary Collateral Agent are parties to that certain Series A Collateral Agreement, dated as of December 10, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Series A Collateral Agreement"), pursuant to which the Grantor and certain other affiliates of the Grantor pledged to the Series A Subsidiary Collateral Agent for the benefit of the Series A Subsidiary Secured Parties (as such term is defined in the Series A Collateral Agreement) a second priority perfected lien on and security interest in the Series A Collateral (as such term is defined in the Series A Collateral Agreement) as collateral security for the prompt and complete payment and performance when due of the Series A Obligations (as such term is defined in the Series

A Collateral Agreement), as described in more detail in the Series A Collateral Agreement and that certain Memorandum of Security Agreement (Series A) recorded with the Surface Transportation Board under Recordation Number 28010-V, including the equipment listed and described on the schedule attached to such Memorandum.

- D. **WHEREAS**, the Grantor, certain affiliates of the Grantor and the Series C Subsidiary Collateral Agent are parties to that certain Series C Collateral Agreement, dated as of March 30, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Series C Collateral Agreement**"), pursuant to which the Grantor pledged to the Series C Subsidiary Collateral Agent for the benefit of the Series C Subsidiary Secured Parties (as such term is defined in the Series C Collateral Agreement) a second priority perfected lien on and security interest in the Series C Collateral (as such term is defined in the Series C Collateral Agreement) as collateral security for the prompt and complete payment and performance when due of the Series C Subsidiary Obligations (as such term is defined in the Series C Collateral Agreement), as described in more detail in the Series C Collateral Agreement and that certain Memorandum of Security Agreement (Series C) recorded with the Surface Transportation Board under Recordation Number 28010-XXXX, including the equipment listed and described on the schedule attached to such Memorandum.
- E. **WHEREAS**, the Grantor has acquired an ownership interest in the railroad equipment listed and described on Schedule A attached hereto.
- F. **NOW THEREFORE**, the Grantor reaffirms the above-described grants of security, including (i) the grant to the Senior Collateral Agent (including any successor collateral agent), for its benefit and the ratable benefit of the Senior Secured Parties, of a continuing, first priority security interest in and to, and lien on all of the Grantor's right, title and interest in, the Collateral, including all railroad equipment listed and described on Schedule A attached hereto, intending to show herein that such listed equipment is a part of such Collateral and (ii) the grants to the Series A Subsidiary Collateral Agent and the Series C Subsidiary Collateral Agent (including, in each case, any successor collateral agent), for its benefit and the ratable benefit of the Series A Subsidiary Secured Parties and the Series C Subsidiary Secured Parties, respectively, of a continuing, second priority security interest in and to, and lien on all of the Grantor's right, title and interest in, the Series A Collateral and the Series C Collateral, respectively, including all railroad equipment listed and described on Schedule A attached hereto, intending to show herein that such listed equipment is a part of such Series A Collateral and Series C Collateral; and;
- G. **ACCORDINGLY**, the Grantor has caused this memorandum to be executed by its offices thereunto duly authorized, as of the date first above written.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, the Grantor has caused this Memorandum of Security Agreement to be executed as of the date first above written.

THE CIT GROUP/EQUIPMENT FINANCING, INC., as
Grantor

By: Barry J. Ndimity

Name: Barry J. Ndimity

Its: SVP

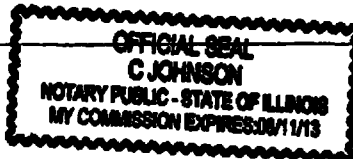
State of Illinois

County of Cook, ss: _____

On this 5th day of July, 2011, before me personally appeared Barry J. Ndimity, to me known, who being by me duly sworn, says that (s)he is the SVP of The CIT Group/Equipment Financing, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Catherine Johnson
Signature of Notary Public

My Commission expires _____



IN WITNESS WHEREOF, the Grantor has caused this Memorandum of Additional Collateral to be executed as of the date first above written.

THE CIT GROUP/CORPORATE AVIATION, INC., as
Grantor

By: Barry J. Nohrky

Name: Barry J. Nohrky

Its: SVP

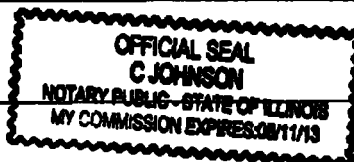
State of Illinois

County of Cook, ss: _____

On this 5th day of July, 2011, before me personally appeared Barry J. Nohrky me known, who being by me duly sworn, says that (s)he is the SVP of The CIT Group/Corporate Aviation, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Catherine Johnson
Signature of Notary Public

My Commission expires _____



IN WITNESS WHEREOF, the Grantor has caused this Memorandum of Additional Collateral to be executed as of the date first above written.

C.I.T. LEASING CORPORATION, as Grantor

By: _____

Name: _____

Its: _____

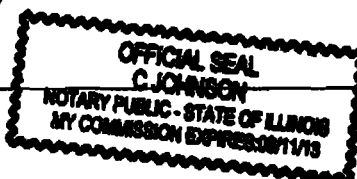
State of Illinois

County of Cook, ss: _____

On this 17 day of July, 2011, before me personally appeared Harry T. Nshahly to me known, who being by me duly sworn, says that (s)he is the SVP of C.I.T. Leasing Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Signature of Notary Public _____

My Commission expires _____



Schedule A

Initial	Number	EIN	Initial	Number	EIN
CEFX	304000	1007719	CEFX	304054	1008142
CEFX	304001	1008093	CEFX	304041	1008143
CEFX	304002	1008248	CEFX	304051	1008209
CEFX	304003	1007869	CEFX	304043	1008223
CEFX	304004	1008195	CEFX	304037	1008277
CEFX	304005	1008324	CEFX	304040	1008321
CEFX	304006	1008034	CEFX	304047	1008344
CEFX	304007	1007952	CEFX	304067	1007725
CEFX	304008	1008025	CEFX	304048	1007789
CEFX	304009	1007970	CEFX	304069	1007848
CEFX	304010	1007995	CEFX	304066	1007854
CEFX	304011	1007805	CEFX	304070	1007857
CEFX	304012	1008201	CEFX	304059	1007890
CEFX	304013	1008126	CEFX	304057	1007913
CEFX	304014	1008166	CEFX	304065	1007948
CEFX	304015	1008004	CEFX	304053	1008009
CEFX	304016	1007980	CEFX	304056	1008028
CEFX	304017	1007888	CEFX	304049	1008071
			CEFX	304063	1008074
CEFX	304020	1007769	CEFX	304029	1008129
CEFX	304025	1007821	CEFX	304071	1008154
CEFX	304019	1007830	CEFX	304061	1008292
CEFX	304023	1007862	CEFX	304060	1008312
CEFX	304024	1007934	CEFX	304062	1008325
CEFX	304018	1008097	CEFX	304064	1008329
CEFX	304022	1008238	CEFX	304068	1008331
CEFX	304021	1008246			
CEFX	304030	1007741	CEFX	304058	1008296
CEFX	304027	1007977	CEFX	304072	1007947
CEFX	304026	1008147	CEFX	304073	1008023
CEFX	304028	1008218	CEFX	304074	1007788
CEFX	304031	1008334	CEFX	304075	1008036
CEFX	304033	1007746	CEFX	304076	1007976
CEFX	304035	1007776	CEFX	304077	1008133
CEFX	304034	1007932	CEFX	304078	1008348
CEFX	304032	1008227	CEFX	304079	1007793
CEFX	304042	1007724	CEFX	304080	1008090
CEFX	304039	1007767	CEFX	304081	1007936
CEFX	304045	1007815	CEFX	304082	1007886
CEFX	304055	1007832	CEFX	304083	1007742
CEFX	304046	1007910	CEFX	304084	1008190
CEFX	304050	1007916	CEFX	304085	1008208
CEFX	304036	1007931	CEFX	304086	1007926
CEFX	304044	1008018	CEFX	304087	1007846
CEFX	304052	1008027	CEFX	304088	1007946
CEFX	304038	1008091	CEFX	304089	1008228

Initial	Number	EIN
CEFX	304090	1008153
CEFX	304098	1007989
CEFX	304091	1008122
CEFX	304092	1008308
CEFX	304093	1007751
CEFX	304094	1007756
CEFX	304095	1008245
CEFX	304096	1008167
CEFX	304097	1007783
CEFX	304099	1008203
CEFX	304101	1007838
CEFX	304102	1008024
CEFX	304103	1007889
CEFX	304104	1007752
CEFX	304105	1007988
CEFX	304106	1008032
CEFX	304107	1007972
CEFX	304108	1008157
CEFX	304109	1007938
CEFX	304110	1008314
CEFX	304111	1008230
CEFX	304112	1008117
CEFX	304113	1008016
CEFX	304114	1008306
CEFX	304115	1008161
CEFX	304100	1008064
CEFX	304116	1008070
CEFX	304117	1008146
CEFX	304118	1008330
CEFX	304119	1008100
CEFX	304120	1008105
CEFX	304121	1008113
CEFX	304122	1007925
CEFX	304123	1008304
CEFX	304124	1007963
CEFX	304125	1008316
CEFX	304126	1007953
CEFX	304127	1007722
CEFX	304128	1008145
CEFX	304129	1007786
CEFX	304130	1008152
CEFX	304131	1008364
CEFX	304132	1007800
CEFX	304133	1008310
CEFX	304134	1008244
CEFX	304135	1007772
CEFX	304136	1007927
CEFX	304137	1008317

Initial	Number	EIN
CEFX	304138	1007802
CEFX	304139	1007978
CEFX	304140	1008300
CEFX	304141	1008020
CEFX	304142	1008096
CEFX	304143	1008257
CEFX	304144	1007720
CEFX	304145	1008291
CEFX	304146	1008171
CEFX	304147	1007834
CEFX	304148	1008130
CEFX	304149	1008047
CEFX	304150	1007780
CEFX	304151	1008057
CTCX	733000	1008440
CTCX	733001	1009133
CTCX	733006	1009157
CTCX	733016	1009167
CTCX	733018	1008778
CTCX	733019	1008656
CTCX	733020	1008564
CTCX	733021	1008964
CTCX	733022	1008935
CTCX	733023	1008408
CTCX	733024	1009041
CTCX	733025	1008578
CTCX	733026	1008871
CTCX	733029	1008793
CTCX	733033	1009079
CTCX	733034	1008454
CTCX	733002	1008979
CTCX	733003	1008590
CTCX	733004	1008535
CTCX	733005	1008708
CTCX	733007	1009078
CTCX	733008	1008492
CTCX	733009	1008668
CTCX	733010	1008532
CTCX	733012	1008792
CTCX	733035	1009091
CTCX	733036	1009081
CTCX	733037	1009168
CTCX	733038	1008941
CTCX	733039	1009063
CTCX	733040	1008574
CTCX	733041	1008883
CTCX	733042	1008427
CTCX	733043	1008452

Initial	Number	EIN
CTCX	733044	1009086
CTCX	733045	1008707
CTCX	733046	1008480
CTCX	733047	1008924
CTCX	733048	1009030
CTCX	733049	1008866
CTCX	733050	1008891
CTCX	733051	1008870
CTCX	733052	1008819
CTCX	733053	1008620
CTCX	733054	1009154
CTCX	733055	1009150

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: July 5, 2011

Edward M. Luria

Edward M Luria